

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

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|--------------------------------|---|-----------------------------|
| _____ |) | |
| In re: |) | |
| |) | |
| CHRISTOPHER C. DONIGIAN d/b/a |) | Chapter 13 |
| Emcon Builders and |) | Case No. 08-12455-JMD |
| SANDRA C. DONIGIAN |) | |
| Debtor. |) | |
| |) | |
| _____ |) | |
| LAWRENCE P. SUMSKI, |) | |
| |) | |
| Chapter 13 Trustee, |) | Adv. Proc. No. 10-01098-LHK |
| |) | |
| v. |) | |
| |) | |
| CHRISTOPHER DONIGIAN d/b/a |) | |
| Emcon Builders, |) | |
| JACOB DONIGIAN, and |) | |
| DONIGIAN PROPERTIES, LLC a/k/a |) | |
| Donigian Properties |) | |
| |) | |
| Defendants |) | |

PLAINTIFF'S INITIAL DISCLOSURES

Plaintiff, Lawrence P. Sumski, as Trustee, by and through his attorneys, Sheehan Phinney Bass + Green, PA, hereby submit, pursuant to Bankruptcy Rule 7026 and LBR 7026-1, and this Court's Pretrial Scheduling Order, its initial disclosures:

- (A) **The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of information:**

1. Christopher Donigian
Knowledge of Christopher Donigian's personal and business transactions with Jacob Donigian and/or Donigian Properties, LLC a/k/a Donigian Properties. Knowledge of the Money Transfer and the Real Estate

Transfer (as those terms are defined in the Trustee's complaint) and the facts and circumstances surrounding each.

2. Sandra Donigian

Knowledge of Christopher Donigian's personal and business transactions with Jacob Donigian and/or Donigian Properties, LLC a/k/a Donigian Properties. Knowledge of the Money Transfer and the Real Estate Transfer (as those terms are defined in the Trustee's complaint) and the facts and circumstances surrounding each.

3. Jacob Donigian

Knowledge of Christopher Donigian's personal and business transactions with Jacob Donigian and/or Donigian Properties, LLC a/k/a Donigian Properties. Knowledge of the Money Transfer and the Real Estate Transfer (as those terms are defined in the Trustee's complaint) and the facts and circumstances surrounding each.

The Trustee reserves his right to amend the foregoing list either via supplemental disclosure and/or discovery requests and/or production.

(B) A copy of, or a description by category and location of, all documents, data, compilations, and tangible things that are in the possession, custody, or control of the party in that the disclosing party may use to support its claims or defenses, unless solely for impeachment;

The following documents are located at the law office of Sheehan Phinney Bass + Green, PA counsel to the Trustee:

1. Deposition Transcripts of Sandra Donigian and Jacob Donigian;
2. Transcript of 341 Creditors' Meeting of Debtors;
3. Debtors Tax Returns;
4. Various Warranty Deeds, as follows:
 - a. Wes Lock Road, Barnstead, New Hampshire: Warranty Deed from Jacob A. Donigian and Janice A. Donigian to Christopher C. Donigian, dated April 26, 2004 and recorded in Belknap County Registry of Deeds in Book 2031, Page 0027;
 - b. Wes Lock Road, Barnstead, New Hampshire: Warranty Deed from Christopher C. Donigian to Jacob A. Donigian, dated May 15, 2006 And recorded in Belknap County Registry of Deeds in Book 2510, Page 0112;
 - c. 32 Chestnut Drive, Allentown, New Hampshire: Warranty Deed from Donigian Properties, a/k/a Donigian Properties to Christopher C. Donigian, dated October 20, 2006 and recorded in Merrimack County Registry of Deeds in Book 2937, Page 1172;

- d. 32 Chestnut Drive, Allenstown, New Hampshire: Warranty Deed from Christopher C. Donigian to Brian Pampel and Melanie Pampel, dated November 30, 2006 and recorded in Merrimack County Registry of Deeds in Book 2949, Page 1325;
 - e. 39 Chestnut Drive, Allenstown, New Hampshire: Warranty Deed from Donigian Properties, LLC a/k/a Donigian Properties, dated June 25, 2007 and recorded in Merrimack County Registry of Deeds in Book 3015, Page 381;
 - f. 39 Chestnut Drive, Allenstown, New Hampshire: Corrective Deed from Donigian Properties, LLC a/k/a Donigian Properties, dated June 25, 2007 and recorded in Merrimack County Registry of Deeds in Book 3017, Page 1228; and,
 - g. 39 Chestnut Drive, Allenstown, New Hampshire: Warranty Deed from Christopher C. Donigian to Kevin M. Lussier and Nicole R. Boucher, dated September 5, 2007 and recorded in Merrimack County Registry of Deeds in Book 3016, Page 1513.
- 5. Town of Barnstead Building Permit, Permit No. 006-085-RENEW-2;
 - 6. Promissory Note dated April 26, 2004 by and between Christopher Donigian and Jacob Donigian;
 - 7. Mortgage Deed by and between Christopher Donigian and Jacob Donigian;
 - 8. Copies of Debtor's Bankruptcy Schedules and Statement of Financial Affairs; and,
 - 9. Debtor's bank statements and checks.

The Trustee reserves his right to amend the foregoing list either via supplemental disclosure and/or discovery requests and/or production.

(C) A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34, the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on this nature and extent of injuries suffered.

Total Amount of Damages: \$399,000.00

Calculated as Follows:

A. Money Transfer – Preference / Fraudulent Transaction

| Check Number | Check Date | Amount of Check |
|--------------|--------------------|-----------------|
| 3439 | September 16, 2007 | \$100,000.00 |
| 3474 | November 2, 2007 | \$40,000.00 |

B. Real Estate Transfer – Preference / Fraudulent Transaction

\$259,000 - Value of Lot 16, Wes Lock Road, Barnstead, New Hampshire

The Trustee reserves his right to amend the foregoing list either via supplemental disclosure and/or discovery requests and/or production.

(D) For inspection and copying as under Rule 7034, any insurance agreement under which any person carrying on insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy judgment.

Not Applicable.

The disclosures made herein are based upon the information reasonably available to the Trustee to date. The Trustee reserves the right to supplement the disclosure set forth herein.

Respectfully Submitted,
LAWRENCE P. SUMSKI, CHAPTER 13 TRUSTEE
By His attorneys,
SHEEHAN PHINNEY BASS + GREEN

Date: January 7, 2011

By: /s/ James S. LaMontagne
James S. LaMontagne, Esq., BNH 05483
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CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of January, 2011 I caused a copy of the foregoing to be served via first class mail, postage prepaid, or electronically upon those served by the CM/ECF system.

Eleanor Wm. Dahar, Esq.
Victor W. Dahar, P.A.
20 Merrimack Street
Manchester, NH 03101

Keri J. Marshall, Esq.
47 Depot Road
East Kingston, NH 03827

/s/ James S. LaMontagne
James S. LaMontagne